- 1. This is a "Plan" for a Condominium "Project" as those terms are used and defined in Title 6, Part 4, Division II of the California Civil Code.
- 2. PROJECT LEGAL DESCRIPTION

All of Lot 1, Tract 36-81 in the County of Mono, State of California according to the map thereof recorded in Book \_\_\_\_\_, at Pages \_\_\_\_\_ of Plats, Mono County Records.

- 3. Each "Unit" as that term is used and defined in the above-referenced provisions of law, is identified by an arabic numeral and a letter or letters which denote the floor plan of each such Unit. The Units designated in the Plan as "A" or reverse floor plan for "A", "AR" are "A" Units; the Units designated in the Plan as "C" or reverse floor plan for "C", "CR" are "C" Units; the Units designated in the Plan as "D" or reverse floor plan for "D", "DR" are "D" Units, and the Units designated in the Plan as "G-108" through "G-119" inclusive, are "G" Units. Units "A"/"AR", "C"/"CR" and "D"/"DR" are Residence Units and Units "G" are garage units. The Project is intended to be developed in two increments, with the first increment containing fourteen (14) "D"/"DR" Units, numbered 66, 71, 72, 75, 80, 81, 90, 95, 96, 99, 100, 103, 104, and 107, and 32 "C"/"CR" Units, numbered 62 to 65, inclusive, 67 to 70, inclusive, 73, 74, 76 to 79, inclusive 82 to 89, inclusive, 91 to 94, inclusive, 97, 98, 101, 102, 105 and 106, for a total of 46 Residence Units, together with the Increment 1 Common Area, designated Lot "A"; the second increment contains thirty-two (32) "A"/"AR" Units, numbered 1 to 16, inclusive, and 27 to 42, inclusive; 22 "C"/"CR" Units, numbered 17 to 20, inclusive, 23, 24 to 26, inclusive, 44, 45, 48 to 51, inclusive, 53 to 60, inclusive; seven (7) "D"/"DR" Units, numbered 21, 22, 43, 46, 47, 52 and 61, and Twelve (12) "G" Units, numbered 108 to 119, inclusive, for a total of sixty-one (61) Residence Units and twelve (12) Garage Units, together with the Increment 2 Common Area, designated as Lot "B".
- 4. Each Residence Unit is composed of two (2) elements, shown and defined herein as Residential Element, "A"/"AR", "C"/"CR" and "D"/"DR", and as Balcony Element, "B".

The boundaries of the Residential Element are the interior unfinished surfaces of the perimeter walls, floors, fireplaces, ceilings, exposed beams, windows and window frames, doors and door frames, and includes that portion of the buildings and improvements so described and the air space so encompassed as approximately shown hereon. The boundary limits of each balcony are: [copy (a), (b)] (c) The lateral boundaries are the exterior finished surfaces of the perimeter walls, windows and doors of the adjacent structures where such surfaces adjoin each such balcony and the exterior finished surfaces of the perimeter walls, floors and ceilings of each such balcony where such surfaces exist, and the space encompassed by all of the foregoing. In the event that the contiguous structures or improvements do not completely enclose the balcony element, the lateral boundaries shall be vertical planes and projections thereof at the approximate dimensions shown herein.

- 5. Each of air spaces G-108 to G-119, inclusive, is an enclosed garage. The boundaries of each such garage are the interior finished surfaces of the perimeter floor and the interior unfinished surfaces of the perimeter walls, windows, ceilings, and doors thereof and each such Garage includes the improvements lying within said boundaries except as stated herein and the air space so encompassed by said boundaries.
- 6. The Common Area as that term is used and defined in the above referenced provisions of law, is all of the land and real property included within the boundary lines of the Project, except those portions shown and defined herein as Residence Units 1 to 107, inclusive, and Garage Units, 108 to 119, inclusive.
- 7. Except as provided in Note 8 herein, the following are not part of a Unit: walls, floors, roofs, foundations, pipes, flues, chutes, conduits, wires, and other utility installations wherever located.
- 8. The following are part of the Unit which they serve: pipes, ducts, flues, chutes, conduits, wires and other utility installations not located above the interior surfaces of the ceiling, below the interior surface of the floor, or outside the interior surface of the perimeter walls of the Unit; central heating and central air conditioning equipment; plumbing fixtures; electric switches, fixtures and outlets; hot water heaters; kitchen, bathroom and other built-in cabinets; built-in kitchen appliances; floor and wall tile, non-bearing walls other than perimeter walls and any doors in them; carpets, pads and other floor coverings; wall and ceiling coverings, paint and other finishing material.
- 9. In interpreting deeds and this Plan, the existing physical boundaries of the Units or the Units reconstructed in substantial accordance with the original plans thereof shall be conclusively presumed to be its boundaries rather than the metes and bounds expressed in the deed or this Plan regardless of settling or lateral movement of the buildings and regardless of minor variance between the boundaries shown on this Plan or in the deed and those of the building.

10. The dimensions shown on the Plan for the living space of a Unit are the dimensions of the interior surface of the perimeter wall of the Unit.

No. <u>5423</u>

FILED AND RECORDED AT THE REQUEST OF DEMPSEY CONSTRUCTION CORP.

THIS 25 DAY OF JANUARY, 1977 at

PAST 2:00 O'CLOCK M, AND RECORDED IN VOLUME 1 OF C/P MAPS

AT PAGES 1 to 1-K, MONO COUNTY RECORDS.

Ruby 4. Staait by: Records.

CERTIFICATE OF RECORD OWNER AND SECURITY HOLDER

THE UNDERSIGNED CERTIFY THAT AS OF THE DATE OF RECORDATION OF THIS CONDOMINIUM PLAN WE ARE THE RECORD OWNER AND HOLDER OF THE SECURITY INTEREST IN AND TO THE REAL PROPERTY DESCRIBED HEREIN. WE FURTHER CERTIFY THAT WE CONSENT TO THE RECORDATION OF THIS PLAN IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF MONO, CALIFORNIA.

RECORDED OWNER:

DEMPSEY CONSTRUCTION CORPORATION, A CALIFORNIA CORPORATION

PRESIDENT By Gramton V. 9.

SECURITY HOLDER

TRUSTEE

GUARANTY SERVICES CORPORATION, A CALIFORNIA CORPORATION

ass I vice President By J. T. Elledge

STATE OF CALIFORNIA )

COUNTY OF MONO )

ON THE 17 Th DAY OF JANUARY, 1979 BEFORE ME NAMEY L. DETLING, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, RESIDING THEREIN, DULY COMMISSIONED AND SWORN, PERSONALLY APPEARED THOMAS J. DEMPSEY, OF DEMPSEY CONSTRUCTION CORPORATION, A CALIFORNIA CORPORATION, AND KNOWN TO ME TO BE THE PERSONS WHO EXECUTED THE WITHIN INSTRUMENT ON BEHALF OF THE CORPORATION THEREIN NAMED AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME.

IN WITNESS WHEREOF I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL AT MY OFFICE IN SAID COUNTY THE DAY AND YEAR FIRST ABOVE WRITTEN.



Mancy & Detting

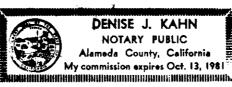
STATE OF CALIFORNIA )

COUNTY OF ALAMEDA

ON THE 5th DAY OF JANUARY, 1979 BEFORE ME DENISE J. KAKN, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, RESIDING THEREIN, DULY COMMISSIONED AND SWORN, PERSONALLY APPEARED CHARLOTTE PAUSON, ASSI.

VICE PRESIDENT AND J.F. Ellege, ASSI. SECRETARY
OF GUARANTY SERVICES CORPORATION, A CALIFORNIA CORPORATION, AND KNOWN TO ME TO BE THE PERSONS WHO EXECUTED THE WITHIN INSTRUMENT ON BEHALF OF THE CORPORATION THEREIN NAMED AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME.

IN WITNESS WHEREOF I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL AT MY OFFICE IN SAID COUNTY THE DAY AND YEAR FIRST ABOVE WRITTEN.



NOTARY NOTARY

## CONDOMINIUM PLAN FOR LOT "I" TRACT 36-81

## SNOWCREEK ]

CONSISTING OF 12 SHEETS
BEING ALL OF LOT "I" ON THAT CERTAIN
TRACT No. 36-81
COUNTY OF MONO, CALIFORNIA
CREEGAN & D'ANGELO

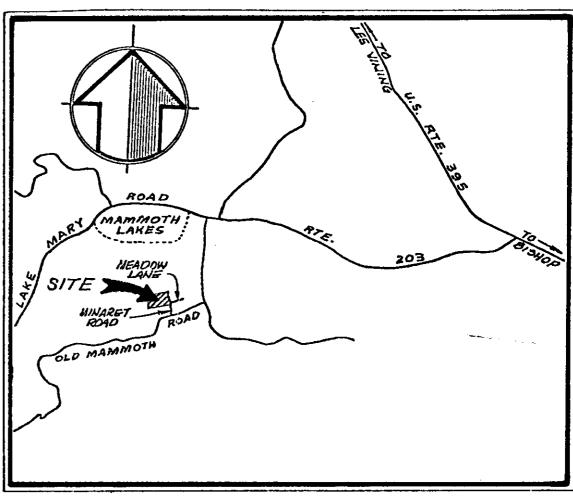
CONSULTING ENGINEERS SAN JOSE, CALIFORNIA

NOVEMBER, 1978

STATE OF CALIFORNIA )
) ss
COUNTY OF MONO )

I, ELMER E. DUNN, JR., DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR OF THE STATE OF CALIFORNIA, AND THAT THE BOUNDARIES OF THE PROJECT AS SHOWN ON SHEETS 2 and 3 ARE TRUE AND CORRECT.





YICINITY MAP

Scale: |"= | mile

SHEET I OF 12 SHEETS

FILE \_\_\_\_\_ FILED DATE \_\_\_\_\_BOOK \_\_\_OF MAPS \_\_\_PAGE \_\_\_\_& \_\_\_